

**REQUEST  
FOR  
PROPOSAL  
NO. 112408**

**"Alabama Department of Corrections  
On-Site Drug Testing Services"**

**Alabama Department of Corrections  
Commissioner's Office  
301 S Ripley Street  
Montgomery, AL 36104**

**November 26, 2008**

## TABLE OF CONTENTS

<b><u>Section</u></b>	<b><u>Page</u></b>
I. Introduction.....	4
II. General Terms and Conditions.....	10
III. Method of Selection.....	19
IV. Certifications.....	25
V. Statement of Work.....	31
VI. Staffing Requirements.....	35
VII. Compensation and Adjustments.....	38
VIII. Other Services and Provisions.....	39
Appendix A – Vendor Authorization to Submit Proposal .....	41

# REQUEST FOR PROPOSAL

## “Alabama Department of Corrections On-Site Drug Testing Services”

### INFORMATION FOR SUBMITTING BIDS

#### **Requesting Agency**

The Alabama Department of Corrections is requesting proposals from responsible Vendors to fill the State’s needs as outlined herein. Please read the entire solicitation package and submit your bid in accordance with all requirements.

#### **Project Title**

ADOC On-Site Drug Testing Services – Request For Proposal (RFP)

#### **Summary Description of Supplies and Services**

On-Site Drug Testing Services for the Alabama Department of Corrections.

#### **Send Proposals To**

Alabama Department of Corrections  
Commissioner’s Office  
Attn: Dr. Ron Cavanaugh  
Director of Treatment  
301 South Ripley Street  
Montgomery, Alabama 36104

#### **Submission of Proposal**

Deadline for receipt of Vendor’s proposal is December 22, 2008, at 4:00 p.m.

## SECTION I

### INTRODUCTION

The Department of Corrections (ADOC), an agency of the State of Alabama, solicits proposals for a Vendor to manage and deliver a system for on-site drug testing. This system will utilize automated bench top immunoassay analyzers and encompass all levels of service to include, but not limited to, maintenance, monitoring, reagents, consumables, training, and certification. The agreement period for this Bid shall be subject to available funding through annual appropriations. You are invited to submit a response in accordance with the requirements specified in this Request For Proposal.

All responding parties must be capable of providing the full range of services, comply with federal and state law, and ADOC Administrative Regulations regarding drug testing of inmates and employees. When differences exist between standards, the higher standard as defined by the ADOC will prevail. The specified requirements and standards will serve as the benchmark for monitoring the proposing party's operation and management.

Proposals must be delivered between 8:00 a.m. and 4:00 p.m. on December 22, 2008, to the Alabama Department of Corrections, Commissioner's Office, 301 South Ripley Street, Montgomery, AL 36104. Parcels or packages containing proposals must be clearly marked as containing "RFP for On-Site Drug Testing NO. 112408."

Vendor may mail or hand deliver proposals, including any amendments, but the ADOC must actually receive them as specified. It will not be sufficient to show that Vendor mailed or commenced hand delivery of the response before the scheduled closing time for receipt of proposals. All times are State of Alabama local times. Computer, fax, or other electronic submissions are not allowed and will not be accepted. Proposals arriving after the deadline date will not be considered.

#### **1.1 Proposal Presentation**

Each qualified Vendor who is deemed compliant with the RFP response process will be provided a 90-minute session to present their proposal. Time should be allotted by Vendor to accommodate a 45-minute ADOC question and answer period as part of their presentation. Vendors will not exceed six individual representatives at their presentation. Proposal presentations have been scheduled for January 6, 2009, in the ADOC Media Room at 301 South Ripley Street, Montgomery, AL 36104. The presentation and written proposal will identify the total cost of Vendor's program proposed in response to the specifications of this RFP. Consideration will also be given to Vendor's qualifications, expertise in the field, and methods of determining costs involved.

## **1.2 Opening Date**

Vendor's proposals will be opened on December 22, 2008, at 11:00 a.m. in the ADOC Media Room at 301 South Ripley Street, Montgomery, AL 36104.

## **1.3 Cost Proposal**

Prices must be quoted on the enclosed price sheet (Appendix B). Prices will be firm for the time period indicated or as otherwise agreed by the ADOC and Vendor(s).

## **1.4 Contract Term**

The contract is for a period of three years with options for both parties to extend the contract for a fourth and fifth year. Both parties must affirmatively exercise the option for the fourth year no later than six months prior to the expiration of the third year of the basic contract. The option to extend the fifth year must be affirmatively exercised by both parties no later than six months prior to the expiration of the fourth year of the contract. The prices for the fourth and fifth years will be as quoted in the proposal offer.

All extensions will be dependent upon the provision of necessary appropriations by the Alabama Legislature on an annual basis. Award date will be January 12, 2009. Vendor will assume responsibility for providing On-Site Drug Testing Services beginning at 12:01 a.m., February 2, 2009, or at such other day as the parties may mutually agree. Successful Vendor will have the system fully implemented and operational within sixty (60) days of assuming the contract. Failure on the part of Vendor to fully implement the delivery of on-site drug testing services within ninety (90) days will result in termination of the contract.

## **1.5 Entire Agreement**

Upon acceptance of the Vendor's proposal by the ADOC, the parties will execute a formal contract, in writing, and duly signed by the proper parties thereto, subject to review by the Legislative Contract Review Committee and the approval of the Governor of the State of Alabama.

## **1.6 Form and Content of Proposals**

One (1) original paper or hard copy and seven (7) computer compact discs (CD) containing computerized copies of the original proposal are required. Copies of all documents of the original copy must be included and accessible on the CD copies. These computer disc copies are to include scanned copies of notarized required documents and all appendices included as part of the original bid proposal. Individual copies contained on CD must be placed in a file sleeve or case and properly labeled on the outside of the case with Vendor's name, proposal opening date, and RFP number. This same information shall be placed on the actual CD. Documentation must be scanned and/or saved into an Adobe Reader PDF file that allows for search/find function when viewing the document. Failure to submit the required number of copies in this requested format

may prevent a Vendor's proposal from being evaluated within the allotted time. An authorized representative must sign the original proposal with any changes made in ink in all required places. The proposal must address all requirements of this RFP and provide all information requested. Failure to comply with the requirements of the RFP in the proposal response may result in the disqualification of Vendor's proposal/bid.

RFP number, proposal opening date, and time must be on the outside front lower left corner of the sealed envelope/package containing the proposal. Each original proposal must include original signature and notarization on enclosed Vendor Authorization Form to Submit Proposal (Appendix A) and must be returned with bid. Proposals submitted on reduced and/or mutilated forms will be rejected. Proposals submitted by "Express/Overnight" services must be in a separate inner envelope/package, sealed, and identified as stated above.

Properly identified proposals will be securely kept and will remain unopened until time of proposal opening on December 22, 2008. The ADOC does not accept responsibility for the premature openings of a proposal not properly identified or the late arrival of a proposal for whatever reason.

At the scheduled place and date for the proposal opening (or as soon thereafter as is applicable) prices will be made public for information of interested respondents who may be present either in person or by representative. Such information is not to be construed as meaning any Vendor meets all specifications as set out in the proposal.

### **1.7 Request to Modify or Withdraw Offer**

Vendor may make a written request to modify or withdraw the offer at any time prior to opening. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original proposal and plainly marked Modification to (or Withdrawal of) Proposal. Only written requests received by the ADOC prior to the scheduled opening time will be accepted. The ADOC will correct the proposal after opening.

### **1.8 Suspected Errors/Clarification**

If a Vendor suspects an error, omission, or discrepancy in this solicitation, Vendor must immediately notify the Director of Treatment at the above stated address. The ADOC will issue written instructions if appropriate.

If a Vendor considers any part of the RFP unclear, that Vendor is expected to make a written request for clarification, prior to the submission of the proposal. The ADOC will respond in writing or by e-mail to all such requests. In the ADOC response, the ADOC will state the request for clarification followed by a statement of clarification. A copy of the response will be provided to all eligible Vendors. Deadline for submitting questions is 4:00 p.m. on December 11, 2008. ADOC response to questions will be provided no later than December 16, 2008.

If changes in the RFP become necessary, an addendum will be mailed to all eligible parties.

### **1.9 Proposal Firm Time**

The proposal will remain firm and unaltered after opening for one-hundred and twenty (120) days after the Proposal due date or until the ADOC signs a contract with another Vendor, whichever is earlier. The ADOC may accept Vendor's proposal at any time during the proposal firm time, subject to successful contract negotiations.

### **1.10 Evaluation and Selection**

The ADOC will evaluate all proposals using the criteria outlined in Section III. Upon the ADOC selecting a Vendor's proposal for contract negotiations, the ADOC will send Vendor a written notice. Notice letters sent or posted during proposal firm time, or during any extension thereof, will extend the proposal firm time until such time as the ADOC signs a contract or determines negotiations with Vendor have failed. Receipt or posting of a notice of award is not equivalent to a contract with the ADOC.

### **1.11 Responsibility to Read and Understand**

By responding to this solicitation Vendor will be held to have read and thoroughly examined the RFP. Failure to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting contract, nor will such failure be a basis for claiming additional compensation.

### **1.12 Contract Negotiations**

The selected Vendor may be required to enter into contract negotiations if the ADOC believes such is necessary or desirable. If agreement cannot be reached to the satisfaction of the ADOC, the Department may reject Vendor's proposal or revoke the selection and begin negotiations with another Vendor. Any proposed changes as well as the final contract must be approved and signed by the appropriately authorized State and ADOC official(s).

### **1.13 Commencement of Work**

If Vendor begins any billable work prior to the final approval by the ADOC and execution of contract, Vendor does so at its own risk.

### **1.14 Vendor Contact**

The ADOC will consider the person who signed Vendor's proposal to be the contact person for all matters pertaining to the proposal unless Vendor designates another person in writing.

### **1.15 Reservations**

The ADOC reserves the right to reject all proposals; to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects. The ADOC may seek clarification of the proposal from Vendor at any time and failure to respond is cause for rejection. Clarification is not an opportunity to change the proposal. Submission of a proposal confers on Vendor no right to a selection or to a subsequent contract. This process is for the benefit of the ADOC only and is to provide the ADOC with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms, and conditions will be made solely at the discretion of the ADOC.

### **1.16 Cost of Preparation**

The ADOC is not responsible for and will not pay any costs associated with the preparation and submission of Vendor's proposal, regardless of whether or not selected for negotiations.

### **1.17 Vendor Services**

The services of Vendor will encompass all duties required in the management of an on-site drug lab for staff and inmates assigned to the Alabama Department of Corrections. Vendor will establish on-site drug testing labs at the following facilities:

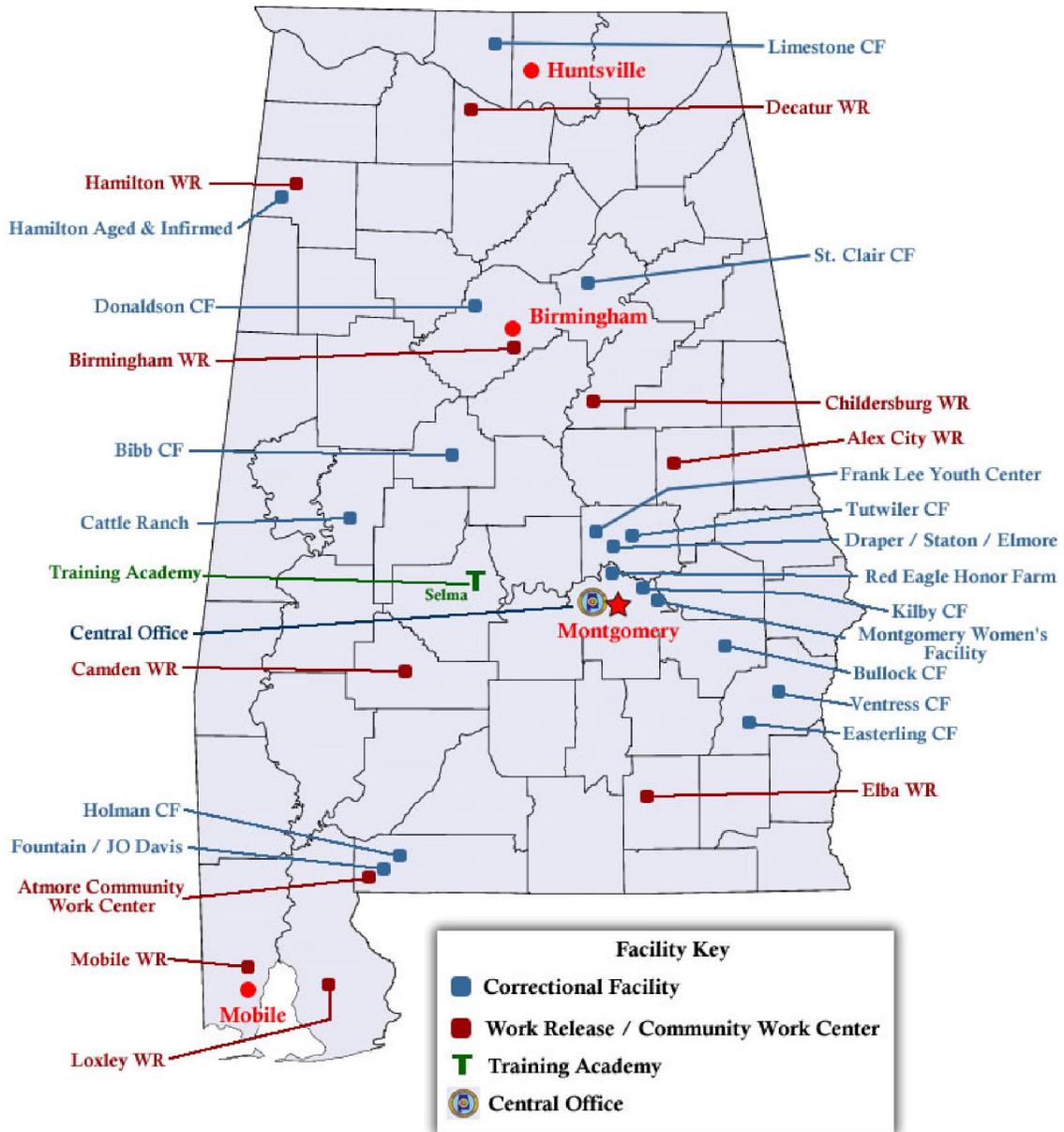
1. Bibb Correctional Facility  
565 Bibb Lane  
Brent, Alabama 35034-4040
  
2. Birmingham Work Release Center  
1216 North 25<sup>th</sup> Street  
Birmingham, Alabama 35234-3196
  
3. Bullock Correctional Facility  
Hwy 82 East  
P. O. Box 5107  
Union Springs, Alabama 36089-5107
  
4. Donaldson Correctional Facility  
100 Warrior Lane  
Bessemer, Alabama 35023-7299
  
5. Fountain Correctional Facility  
Hwy 21 North  
3800 Fountain  
Atmore, Alabama 36503-3800

6. Limestone Correctional Facility  
28779 Nick Davis Road  
Harvest, Alabama 35749-7009
  
7. Mobile Work Release Center  
P. O. Box 13040  
Eight Mile, Alabama 36663-0040
  
8. St. Clair Correctional Facility  
1000 St. Clair Road  
Springville, Alabama 35146-9790
  
9. Staton Correctional Facility  
P. O. Box 56  
Elmore, Alabama 36025
  
10. Ventress Correctional Facility  
P. O. Box 767  
Clayton, Alabama 36016-0767

### **DOC Facility Map**

A map outlining the geographical location of the ADOC correctional facilities is provided on the next page.

## DOC FACILITY MAP



## SECTION II

### GENERAL TERMS AND CONDITIONS

#### 2.1 Bid Conditions

- a) By signing the proposal, Vendor agrees to be bound by all terms and conditions of the Request for Proposal. Any exceptions to the specified terms and conditions must be clearly set forth within the Vendor's proposal. A Vendor may be deemed non-responsive by the ADOC if its proposal contains exceptions to the terms and specifications of the RFP.
- b) This agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that may have been made in connection with the subject matter hereof. No modification or amendment to this agreement will be binding upon the parties unless the same is in writing and signed by the respective parties thereto.
- c) The contract price established at award will constitute the amount payable to Vendor to perform the Scope of Work set forth in the contract.
- d) All Vendor proposals will remain firm and unaltered for one-hundred and twenty (120) days after the proposal due date shown or until the contract is fully executed with another Vendor, whichever is earlier. An exception to the criterion will be Vendor engaged in contract negotiations after pre-award notification, which will be allowed to make Vendor bid modification(s) only in accordance with a request by the ADOC.
- e) The ADOC reserves the right to modify the requirements of the proposal or awarded contract requirements by: a) changing the Scope of Work deliverables or time frames; b) adding or deleting tasks to be performed or equipment to be provided; and/or c) any other modification deemed necessary by the ADOC. Any changes in Vendor's proposed program or pricing in response to an ADOC request are subject to acceptance by the ADOC.
- f) In the event price changes or proposed service changes in response to an ADOC request are not acceptable to the Department, a Vendor's pre-award status may be rescinded. At the option of the ADOC another selection for pre-award may be made from Vendors who submitted a proposal, or the ADOC may open the process to re-procurement based upon the new specifications.
- g) All information submitted pursuant to the RFP may be subject to the Open Records Act. Any information submitted with a proposal, including cost, price, and other

information (whether or not marked as proprietary or confidential), which is made part of the contract is subject to release in accordance with the Open Records Act and/or applicable law.

- h) Only the final results of the ADOC and ADOC Evaluation Committee may be considered public. Any work papers, individual evaluator or consultant comments, notes, or scores are not open.
- i) The successful Vendor, who executes the awarded contract for service, is contractually responsible for the total performance of the contract. Assignments for subcontracting may be allowable, but must be disclosed as a part of the proposal or otherwise approved in advance by the ADOC. Any subcontractor, providing services required in the RFP or in the awarded contract, will meet or exceed the requirements set forth in the RFP.
- j) All terms of the RFP, Vendor's responses to the RFP and attachments will be incorporated and referenced as part of the awarded contract.

## **2.2 Other General Terms**

- a) The executed contract and any renewals thereof are subject to the appropriation of funds or funds made available to the ADOC to fulfill the contract obligations.
- b) No interpretation of any provision of the contract resulting from this RFP, including applicable specifications, is binding on the ADOC unless furnished or agreed to in writing by the ADOC.
- c) Any and all personnel of Vendor may be subject to a background investigation conducted by the ADOC for clearance into designated facilities.
- d) Vendor's provision of services must comply with standards set forth by the National Institutes on Drug Abuse (NIDA), applicable State and Federal regulations, and other standards as may be defined in the Policies and Procedures of the ADOC.
- e) If any requirement of the RFP exceeds standards cited in Section 2.2, item d, the requirements of the RFP will prevail. Any exception to this requirement must be specified in the awarded contract or through a subsequent written mutual agreement, signed by the authorized representative of Vendor and the ADOC.
- f) Vendor will provide the ADOC with a copy of all its maintenance and/or equipment contract agreements upon request and provide a copy of professional or service agreements within thirty (30) days of the initiation of services. Vendor is responsible for all dealings with its subcontractors and will answer all questions posed by the ADOC regarding them or their work.
- g) The ADOC will not be bound to any terms and conditions included in any Vendor or subcontractor documents. No condition in subcontractor documents in variance with

- or in addition to the requirements of the RFP or the awarded contract will in any way affect Vendor's obligations with the awarded contract.
- h) Vendor will notify and consult with the ADOC prior to discharging, removing, or failing to renew the contract of subcontracted Vendors.
  - i) Vendor will, at all times, maintain adequate staff to meet the requirements of the RFP. Should the Vendor at any time: 1) refuse or neglect to supply adequate and competent supervision or sufficiently and properly skill/trained/licensed personnel; 2) fail to provide equipment/reagents of the proper quality or quantity; 3) fail to perform services according to the specifications required in the RFP; 4) fail in any respect to perform the service requirements of the RFP with promptness and diligence; or 5) fail in the performance of any agreement contained in the awarded contract, the ADOC will have the option, after forty-eight (48) hours written notice to Vendor to take any one or more of the following actions:
    - 1) Withhold any monies then or next due to Vendor; or
    - 2) Terminate the Contract.
  - j) All work products originated or prepared by Vendor and delivered to the ADOC pursuant to the RFP are, or will be, the exclusive property of the ADOC.
  - k) All documents, materials, or data developed as a result of work under the awarded contract will be the property of the ADOC. The ADOC will have the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of Vendor work under the awarded contract. The ADOC may use this information for its own purposes. Vendor is required to have the rights to utilize any documents, materials, or data provided by Vendor to fulfill requirements of the RFP. Vendor will keep confidential all documents, materials, and data prepared or developed by Vendor or supplied by ADOC.
  - l) Vendor will supply all billings, records, evidence of services performed, or other documents as may be required for review and audit by the ADOC.
  - m) Licensed materials, used as a part of fulfilling the requirements of the awarded contract, will be considered a trade secret to the Licensors. Vendor will be responsible for the supervision, management, operation, and control of materials licensed to the ADOC. Vendor will fulfill all obligations required of the ADOC as well as for Vendor under the ADOC licensure agreements as part of the RFP. Upon the termination of the contract, or the termination of any ADOC License Agreement, Vendor will return any licensed material and documentation required by the Licensor, and will certify in writing that such obligation has been fulfilled, if required by Licensor or the ADOC.
  - n) Vendor will be an independent Contractor. Vendor, its agents, subcontractors and/or employees, will not be considered to be an agent, distributor, or representative of the ADOC. Further, neither Vendor nor any employees of Vendor will be entitled to

participate in any retirement or pension plan, group insurance program, or other programs designed to benefit employees of the Alabama Department of Corrections.

- o) Vendor will not produce, store, or use ADOC facilities, equipment, or inventories for other company-owned or contract operations, or for other individuals, groups, or organizations without the written consent of the ADOC.

### **2.3 Disputes**

Any dispute arising under or relating to the awarded contract that cannot be informally resolved by the parties will be made in writing and presented to the ADOC for a written decision. The ADOC will issue a written decision on the dispute within thirty (30) days. In the event of any conflict between Vendor and the requirements of the RFP, the provisions of the contract will control. Vendor will proceed diligently with performance of the awarded contract pending final resolution of any request for relief or adjustment, or any dispute or appeal, and will comply with any direction of the ADOC pending such final resolution.

### **2.4 Term and Renewals**

The length of the contract, including any renewals, may not exceed five (5) years. If the commencement of performance is delayed because the ADOC does not execute the contract on the start date, the ADOC may change the start date, end date, and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at Vendor's option.

### **2.5 Termination for Convenience**

If the ADOC terminates for convenience, the ADOC will pay Vendor for supplies and services satisfactorily provided and authorized expenses incurred up to the time of termination.

### **2.6 Billing**

- a) Vendor will submit a detailed invoice to the ADOC. This detail may include listing all services billed by date, hours worked, expenses and Taxpayer identification Number. By submitting an invoice Vendor certifies that the supplies and services have met all of the required standards set forth in the contract and amount billed and expenses incurred are as allowed in the contract. Payments for proper performance of services will be commensurate with the scheduled progress of the work and will be made upon receipt of a detailed invoice for payment and proper receiving authorization from the ADOC. The invoice will certify that Vendor will be paid on a monthly basis after services have been delivered.
- b) Vendor will not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the ADOC. If determined that

taxes are legally chargeable to the ADOC, the ADOC will pay the tax as required. State and federal tax exemption information is available upon request. The ADOC does not warrant that the interest component of any payment including installment payments to Vendor is exempt from income tax liability.

- c) Vendor will be in compliance with applicable tax requirements and will be current in payment of such taxes.
- d) Payments delayed at the beginning of the ADOC fiscal year because of the appropriation process will not be considered a breach.
- e) The ADOC will not be liable to pay Vendor for any supplies provided, services performed, or expenses for the supplies and services subject on the contract incurred prior to the beginning of the term of the contract.
- f) The approved invoice amount will be paid less any designated withholdings and previous partial payments. Final payment will be made upon determination by the ADOC that all requirements under the contract have been completed, which determination will not be unreasonably withheld. Such final payment will be made subject to adjustment after completion of an audit of Vendor's records as provided for in the contract.
- g) Payments will be made to conform to State fiscal year requirements notwithstanding any contrary provision in the contract or order. This may include prorating payments that extend beyond the end of the ADOC fiscal year.

## **2.7 Availability of Appropriations**

The ADOC will use its best efforts to secure sufficient appropriations to fund the contract. However, the obligations of the ADOC hereunder will cease immediately, without penalty or further payment being required, if the Alabama Legislature fails to make an appropriation sufficient to pay such obligation. The ADOC will determine whether amounts appropriated are sufficient. The ADOC will give Vendor notice of insufficient funding as soon as practicable after the ADOC becomes aware of the insufficiency. Vendor's obligation to perform will cease upon receipt of the notice.

## **2.8 Consultation**

Vendor will consult with and keep the ADOC fully informed on all matters covered by the contract. Where time permits and Vendor is not otherwise prohibited from so doing, Vendor will offer the ADOC the opportunity to review relevant documents prior to filing with any public body or adversarial party. Vendor will promptly furnish the ADOC with copies of all correspondence and all documents prepared in connection with the services rendered under the contract. Upon request, Vendor will arrange, index, and deliver all correspondence and documents to the ADOC.

## **2.9 Performance Reviews**

The ADOC may conduct a performance review of Vendor's performance under the contract. Any professional service performed under the contract is subject to a performance review. Vendor will cooperate with the ADOC in this review, which may require that Vendor provide records of its performance and billing. Vendor will provide any required information within thirty (30) days of the ADOC request. This post performance review may be used by any State agency in determining whether to enter into other contractual relationships with Vendor.

## **2.10 Audit/Retention of Records**

Vendor and its subcontractors will maintain books and records related to performance of the contract or subcontract as necessary to support amounts charged to the ADOC in accordance with applicable law, terms and conditions of the contract, and generally accepted accounting practice. Vendor will maintain these books and records for a minimum of three (3) years after the completion of the contract, final payment, or completion of any contract audit or litigation, whichever is later. All books and records will be available for review or audit by the ADOC, its representatives, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. Vendor agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to Vendor, or subcontractor, the ADOC will adjust future or final payments otherwise due. If not, payments are due and owing to Vendor, or if the overpayment exceeds the amount otherwise due, Vendor will immediately refund all amounts that may be due to the ADOC. Failure to maintain the books and records required by this Section will establish a presumption in favor of the ADOC for the recovery of any funds paid by the ADOC under the contract for which adequate books and records are not available to support the purported disbursement.

## **2.11 Schedule of Work**

Any work performed on State premises will be done during the hours designated by the ADOC and will in any event be performed so as to minimize inconvenience to the ADOC and its personnel, and minimize interference with the operations of the ADOC.

## **2.12 Independent Contractor**

Vendor will be an independent Contractor. Supplies provided and/or services performed pursuant to the contract are not rendered as an employee of the ADOC or of the State of Alabama. Amounts paid pursuant to the contract do not constitute compensation paid to an employee.

## **2.13 Responsibility for Agents and Employees**

Vendor will remain fully responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of Vendor's duties under the contract. Vendor represents that it will utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the ADOC determines that any individual performing services for Vendor hereunder is not providing such skilled services, the ADOC will promptly notify Vendor and Vendor will replace that individual.

#### **2.14 License**

Vendor, or its employees, who perform services requiring a license, will have and maintain said required licenses. With the consent of the ADOC, Vendor may meet the license requirement through use of a subcontractor.

#### **2.15 Assignment and Subcontracting**

- a) Vendor may not assign, subcontract, or transfer any interests in the work subject of the contract without the prior written consent of the ADOC. In the event the ADOC gives such consent, the terms and conditions of the contract will apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as Vendor is hereby bound and obligated. This includes requiring such parties to submit certificates and disclosures to the ADOC for review and approval.
- b) The names and addresses of all subcontractors utilized by Vendor will be listed in an addendum to the contract.
- c) If Vendor is unable to secure or maintain individuals named in the contract to render the services set forth in the contract, Vendor will not be relieved of its obligations to complete performance. However, the ADOC will have the option to terminate the contract upon written notice to Vendor.
- d) The ADOC may transfer the subject matter of the contract or payment responsibility to another State agency after giving written notice to Vendor.

#### **2.16 Maintenance Assurance**

- a) The ADOC reserves the right to maintain any equipment under the contract using ADOC personnel or third-party maintainers. In such case, Vendor will provide the ADOC or its maintenance provider with such services, documentation, materials, and parts under reasonable terms and conditions and at reasonable costs. The ADOC reserves the right to return to Vendor's maintenance following written certification by Vendor that the equipment is eligible for Vendor's maintenance. In such event, Vendor's standard charges for the certification inspection, plus any applicable charges required to bring the equipment into eligibility for Vendor's maintenance will apply. Exercise of these rights by the ADOC will be without penalty by Vendor.

- b) Should Vendor discontinue service or maintenance of equipment or software provided under the contract, Vendor will provide to the ADOC adequate documentation and access to specialized or proprietary tools to allow the ADOC or a subcontractor to maintain the equipment or software. This provision will not apply if Vendor makes arrangements for continued service and maintenance through another Vendor and at a price acceptable to the ADOC.

### **2.17 Solicitation and Employment**

Vendor will not employ any person employed by the ADOC at any time during the term of the contract to perform any work required by the terms of the contract. As a condition of the contract, Vendor will immediately notify the ADOC Director of Treatment if Vendor solicits or intends to solicit for employment any employees of the ADOC during the term of the contract. The ADOC has no authority to contractually refuse to hire Vendor's employees who apply to the State for employment.

### **2.18 Background Check**

The ADOC may conduct criminal and driver history background checks of Vendor's officers, employees, or agents, who would directly supervise or physically perform the contract requirements at ADOC facilities. Any such officer, employee, or agent deemed unsuitable by the ADOC must be replaced immediately.

### **2.19 Conflicts of Interest**

Vendor covenants that it has disclosed, and agrees it is under a continuing obligation to disclose to the ADOC, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest, or which may conflict in any manner with Vendor's obligations under the contract. Vendor further covenants that it will not employ any person with a conflict to perform under the contract. Vendor further covenants that no person has an interest in Vendor or in the contract that would violate Alabama law.

## SECTION III

### METHOD OF SELECTION

#### 3.1 Qualifications of Vendor

Vendor will be the sole source of contact for the contract. The ADOC will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. Vendor is totally responsible for all actions and work performed by subcontractors. All terms, conditions, and requirement of the contract will apply without qualification to any services performed for goods provided by any subcontractor.

Vendor must have proven ability of contract transition with an orderly and efficient startup. A detailed plan with a proposed timetable is required for implementation and operation of the system. Services must be operating at required capacity within thirty (30) days of the contract start date. Vendor must be able to mobilize sufficient personnel to meet the deadlines in the RFP.

- a) Vendor must have a minimum of three (3) years previous experience with proven effectiveness in administering an on-site drug testing program.
- b) Vendor must demonstrate current experience in providing a level of performance that is in compliance with nationally recognized standards for on-site drug testing, such as the National Institutes on Drug Abuse (NIDA) and the Drug and Alcohol Testing Industry Association (DATIA).
- c) Vendor must possess the ability to provide a system of technical, administrative, financial reporting, and legal counsel, as well as professional staff development.
- d) Vendor must include a detailed plan of regularly scheduled self-monitoring for contract compliance.
- e) Vendor must demonstrate the ability to respond to court challenges as well as the ability to achieve and maintain compliance with required specifications.
- f) Vendor will provide a full range of on-site drug testing services under the supervision of a proven manager experienced in directing a full range of on-site drug testing services.

#### 3.2 Proposal Format

The following information is required.

Transmittal letter which includes the following statements:

- a) Vendor is the prime Vendor and identify all subcontractors.
- b) Vendor is a corporation or other legal entity and is registered to do business in the State of Alabama.
- c) No attempt has been made or will be made to induce any other person/firm to submit or not to submit a bid.
- d) Vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability.
- e) Vendor presently has no interest, direct or indirect, which would conflict with the performance of services under the contract and will not employ in the performance of the contract, any person having a conflict.
- f) The person signing the bid is authorized to make decisions as to pricing and has not participated, and will not participate, in any action contrary to the above-statements.
- g) Whether there is a reasonable probability Vendor is or will be associated with any parent, affiliate, or subsidiary service furnishing any supplies or equipment to Vendor which would relate to the performance of the contract. If the statement is in the affirmative, Vendor is required to submit with the proposal written certification and authorization from the parent, affiliate, or subsidiary organization granting State and/or the Federal Government the right to examine any directly pertinent books, documents, papers, or records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, Vendor will obtain a similar certification and authorization, and failure to do so will constitute grounds for termination of the contract at the option of the ADOC.
- h) Vendor agrees that any lost or reduced federal matching funds resulting from unacceptable performance in a Vendor task or responsibility defined in the RFP will be accompanied by reductions in State payments to Vendor at the option of the ADOC.
- i) Vendor has not been retained, nor retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by Vendor for the purpose of security business. For breach of this provision, the ADOC will have the right to reject the bid, terminate the contract, and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or other benefit.

- j) Vendor must have local central capability to supervise and monitor the program, ensuring satisfactory provision of services.
- k) Vendor must retain appropriate local in-state legal counsel to both assist the ADOC legal department when requested and provide legal representation to Vendor in contractual and litigation matters related to the provision and delivery of services under the contract.

### **3.3 Support Services**

In addition to providing on-site services, Vendor will also provide comprehensive professional management services to support on-site drug testing within the ADOC. These program support services will include, but are not limited to:

#### **Cost Containment Program**

Specify a detailed plan for the implementation and operation of a cost containment program. Address the mechanism by which Vendor plans to control on-site drug testing costs, areas in which cost savings will be achieved, and evidence of the success of such a program at other contract sites.

### **3.4 Management Information System**

Vendor will develop a system for collecting and analyzing the trends in the utilization of on-site drug testing services at each designated site.

### **3.5 Complaint Procedures**

Vendor will specify the policies and procedures to be followed in dealing with staff/inmate complaints regarding any aspect of on-site drug testing services. Such policies and procedures must be in accordance with ADOC regulations.

### **3.6 Contract Transition**

Vendor must demonstrate prior ability to perform an orderly and efficient contract transition. A detailed implementation plan must be submitted describing how the following issues will be handled:

- a) Proposed timetable for implementation and operation and a statement relating to Vendor's ability to meet stated and required deadlines;
- b) Vendor's central management personnel to be assigned to supervise and monitor the transition and to ensure the satisfactory and continued provision of services; and
- c) Staff training on Vendor's policies and procedures, including the transition process from current policies and procedures.

### 3.7 Method of Selection

Vendor selection will be based on the proposal that meets or exceeds the requirements set forth in the RFP. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal. The ADOC reserves the right to award the contract to other than the low-priced Vendor, if a higher-priced proposal provides the best value as determined by the ADOC. Any Vendor whose proposal does not meet the mandatory requirements and does not provide a primary bid that meets all the required specifications of the RFP will be considered non-compliant. Proposal evaluations will be scored and based on the response to the requirements of this RFP and held as the primary bid/proposal. Alternative proposals will not be considered as the basis for the evaluation of the successful bidder. All proposals received will become the property of the ADOC. The ADOC reserves the right to use for its benefit the ideas contained in proposals received. All Vendors who submitted a proposal in response to the RFP will be notified in writing regarding the selection of the successful Vendor.

Evaluation criteria and scoring are as follows:

<u>Proposal Criteria</u>	<u>Percentage of Value</u>
1. Vendor Qualification/Experience	10%
2. Financial Stability	5%
3. Technical Support	20%
4. Personnel and Training	10%
5. Information Technology and Reporting	5%
6. Legal Counsel	5%
8. Contract Transition Plan/Start-up	5%
9. Program Innovation – Value Added Services	5%
10. Cost Containment Program	5%
11. Price – Total for first three years	<u>30%</u>
Total =	100%

### **3.8 Definitions**

Definitions for this Request for Proposal are provided as follows:

- a) “ADOC” or “Department” – the Alabama Department of Corrections.
- b) Authorized Representative – any person or entity duly authorized and designated in writing to act for and on behalf of the party of this agreement or contract, which designation has been furnished to all the parties herein.
- c) Contract – refers to the awarded contract, which has been executed by the ADOC and Vendor.
- d) Contract Monitor – the employee or representative of the ADOC designated to monitor operation of the services for contract compliance and to coordinate action and communication between Vendor and ADOC.
- e) Contractor – the successful Vendor selected through the proposal process for contract award, who has executed the contract.
- f) Court Orders – any existing or future orders or judgments issued by a court of competent jurisdiction or any existing or future stipulations, agreements, or plans entered into in connection with litigation which are applicable to the operation, management, or maintenance of the facility or related to the care and custody of inmates at the facility.
- g) Fiscal Year – each one-year period beginning October 1 and ending September 30 that is used for budgeting and appropriation purposes by the State.
- h) Force Majeure – the failure to perform any of the terms and conditions of this contract resulting from acts of God.
- i) RFP – this Request for Proposal, together with all amendments and addenda thereto.
- j) "Services" or "Work" mean all of the goods, products, services, and deliverables as described and required in the RFP, plus those goods, products, services, and deliverables as may additionally be described and provided for in Vendor's Proposal.
- k) Standards – all applicable federal and state laws, constitutional requirements, court orders, and ADOC policies and procedures. If there is a conflict between any of these and this RFP or the contract, the more stringent shall apply, as determined by the ADOC.

- l) State – the State of Alabama or the Department of Corrections. These terms may be used interchangeably.
- m) Vendor – any corporation or legal entity qualified under Alabama law to respond to the RFP.

## SECTION IV

### CERTIFICATIONS

#### 4.1 Liability and Insurance

Vendor will indemnify and hold harmless the State of Alabama and the Alabama Department of Corrections and their officers and employees from and against all claims, losses, or costs arising out of Vendor's negligence, gross negligence, wantonness, deliberate indifference, or criminal negligence, or willful disregard of proper or lawful written instructions from the Commissioner of the Alabama Department of Corrections.

Vendor also agrees to indemnify and hold harmless the State of Alabama, the Department of Corrections and their officers and employees from and against any and all loss or damage, including court costs and attorney fees, for liability claimed against or imposed upon the ADOC because of a bodily injury, death, or property damage, real or personal, including loss of use thereof, arising out of or as a consequence of the breach of any duty or obligations of Vendor included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake, or negligence of Vendor, their employees, agents or representatives or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of their contract, or arising out of Worker Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Vendor and/or subcontractors, or claims under similar such law or obligations. Vendor obligation, under this section, will not extend to any liability caused by the sole negligence of the ADOC or its employees.

#### 4.2 Liability Coverage

Vendor must carry vehicle insurance meeting state law requirements. Coverage required, but not limited to, includes Comprehensive General Liability, Worker's Compensation, and Employee's Liability.

Vendor will provide legal representation, at own expense, in defending all suits against Vendor or Vendor's employees. Vendor will pay all judgments and costs rendered against Vendor or Vendor's employees in said suits.

#### 4.3 Notice to Parties

Any notice given to the ADOC under the contract will be submitted in a timely manner. Notices must be mailed to the Alabama Department of Corrections, Commissioner's Office, 301 South Ripley Street, Montgomery, Alabama 36104. Notices to Vendor will be mailed to the address shown in submitted proposal. Notices will be sent by registered mailed, return receipt requested.

Both parties agree to fully cooperate with one another for the successful pursuit of their respective and mutual interests. Both parties will share information, provide timely notification to one another in the event of a claim against either party, and to present a collaborative defense against such claims. There will be no settlement of any claim by either party without consultation.

#### **4.4 Legal Compliance**

Vendor certifies compliance or agreement to comply with the following legal requirements, and that it is not barred from being awarded a contract or subcontract due to violation of, or inability, or unwillingness to comply with those requirements.

- a) No person or business entity will be awarded a contract or subcontract if that person or business entity: (1) has been convicted under the laws of Alabama or any other state of bribery or attempting to bribe an officer or employee of the State of Alabama or any other State in that officer's or employee's official capacity; or (2) has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.
- b) No business will be barred from contracting with the ADOC as a result of a conviction of any employee or agent of the business if the employee or agent is no longer employed by the business and; (1) the business has been finally adjudicated not guilty; or (2) the business demonstrates to the ADOC that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or a high managerial agent on behalf of the business.
- c) When an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and pursuant to the direction or authorization of a responsible official of the business, the business will be chargeable with the conduct.

#### **4.5 Felony Conviction**

Unless otherwise provided, no person or business entity convicted of a felony will do business with the ADOC from the date of conviction until five years after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

#### **4.6 Inducements**

Any person who offers or pays any money or valuables to any person to induce him or her not to submit a proposal on the ADOC Request for Proposal is guilty of a felony. Any person who accepts money or other valuables for not submitting a proposal on the

ADOC Request for Proposal or who withholds a proposal in consideration of the promise for the payment of money or other valuables is guilty of a felony.

Vendor is prohibited from entering into financial agreements with employers or other independent Vendors or subcontractors who grant monetary awards for limiting the level or availability of on-site drug testing services.

#### **4.7 Reporting Anticompetitive Practices**

When, for any reason, a Vendor or designee suspect collusion or other anticompetitive practice among any Vendors or employees of the ADOC, a notice of the relevant facts will be transmitted to the Alabama Attorney General and ADOC Commissioner's Office. This includes reporting any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, request for bid documents, proprietary competitive information, bids, contracts, or selection information to compromise the fairness or integrity of the procurement or contract process, or any current or former elected or appointed State official or State employee who knowingly uses confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

#### **4.8 Drug-free Workplace**

Vendor will provide a drug free workplace. No individual engaged in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance will be eligible for the contract. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract, termination of the contract, and/or debarment of contracting opportunities with the ADOC for at least one year, but not more than five years.

#### **4.9 Equal Employment Opportunities -- Affirmative Action/Sexual Harassment**

In compliance with the Equal Employment Opportunity and Nondiscrimination Practices Act Vendor will:

- a) Comply with the regulations, procedures, and requirements of the ADOC concerning equal employment opportunities and affirmative action;
- b) Provide such information, with respect to its employees and applicants for employment; and
- c) Have written sexual harassment policies that will include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) Vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through Vendor (vi) directions on how to contact Vendor and (vii) protection against

retaliation as provided by Section 6-101 of this Act.

#### **4.10 Performance Subject to Law**

In compliance with the Equal Employment Opportunity and Nondiscrimination Practices Act Vendor will:

- a) Comply with the provisions of the Civil Rights Act of 1964;
- b) Comply with the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons with regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor; and
- c) Comply with Section 504 of the Federal Rehabilitation Act of 1973 as amended (29 U.S.C. 794) and requirements imposed by the Applicable H.E.W. regulation 45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.

#### **4.11 Confidentiality and Use of Work Product:**

- a) Any documents or information obtained by Vendor from the ADOC in connection with the contract will be kept confidential and will not be provided to any third party unless disclosure is approved in writing by the ADOC. All work product produced under the contract including, but not limited to, documents, reports, information, documentation of any sort and ideas, whether preliminary or final, will become and remain the property of the ADOC, including any patent, copyright, or other intellectual ideas, concepts, methodologies, processes, inventions, and tools (including computer hardware and software where applicable) that Vendor previously developed and brings to the ADOC in furtherance of performance of the contract will remain the property of Vendor. Vendor grants to the ADOC a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions, and tools solely within its enterprise.
- b) Vendor will assume risk of loss until delivery to the designated facility.
- c) Vendor will do nothing to prejudice the ADOC to recover against third parties for any loss, destruction, or damage to State property, and will at the request and expense, furnish to the ADOC reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the ADOC in obtaining recovery.
- d) Vendor will maintain public liability, casualty, and auto insurance in sufficient amounts to protect the ADOC from liability for acts of Vendor and risks and indemnities assumed by Vendor. If Vendor does not have minimum coverage for bodily injury of \$250,000 per person/\$500,000 per occurrence, and for property damage, \$100,000 per occurrence, Vendor must inform the ADOC and seek

written permission for lesser coverage.

- e) Vendor will, at its expense, defend the ADOC against all claims asserted by any person that anything provided by Vendor infringes a patent, copyright, trade secret, or other intellectual property right and will, without limitation, pay the costs, damages, and attorneys' fees awarded against the ADOC in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly on any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the ADOC for its use or operation of the items provided by Vendor hereunder or any part thereof by reason of any alleged infringement, Vendor will, at its expense, either (a) modify the item so that it becomes non-infringing; or (b) procure for the ADOC the right to continue to use the item; or c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the ADOC an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five years, and plus any additional costs the ADOC may incur to acquire substitute supplies or services.
- f) The ADOC assumes no liability for actions of Vendor and is unable to indemnify or hold Vendor harmless for claims based on the contract or use of Vendor provided supplies or services.

#### **4.12 Warranty**

- a) Vendor warrants that all services will be performed in a good and professional manner.
- b) Unless otherwise specified in this section, supplies will be new, unused, of most current manufacture and not discontinued. All supplies will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standardized warranty, and will perform in accordance with manufacturer's published specifications. These are minimum requirements that may be modified by specific provisions of the contract.
- c) Vendor warrants that it has the title or right to allow the ADOC to use the supplies and services being provided and that the ADOC will have use of such supplies and services without suit, trouble, or hindrance from Vendor or third parties.

#### **4.13 Breach and Other For Cause Terminations**

The ADOC may terminate the contract without penalty to the ADOC or further payment required in the event of:

- a) Any breach of the contract which, if it is susceptible of being cured, is not cured within fifteen (15) days of the ADOC giving notice of breach to Vendor, including

- but not limited to failure of Vendor to maintain covenants, representations, warranties, certifications, bonds, and insurance;
- b) Commencement of a proceeding by or against Vendor under the United States Bankruptcy Code or similar law; or any action by Vendor to dissolve, merge, or liquidate; or
  - c) Material misrepresentation or falsification of any information provided by Vendor in the course of any dealing between the ADOC and Vendor or between Vendor and any State agency.

#### **4.14 Entire Contract**

The contract, including any attachments, constitutes the entire contract between Vendor and the ADOC. Modifications and waivers must be in writing and signed or approved by authorized representatives of Vendor and the ADOC to be binding. If any term or condition of the contract is declared void, unenforceable, or against public policy, that term or condition will be ignored and will not affect the remaining terms and conditions of the contract, and the contract will be interpreted as far as possible to give effect to the parties' intent.

#### **4.15 Applicable Law**

All services under the contract will be performed in accordance with applicable Alabama and Federal law, statutes, provisions, and regulations. Also, Vendor will comply with any Federal Court Orders that pertain to the operation of Alabama prisons and institutions for which the ADOC is statutorily responsible. Vendor's remedy for any claim under the contract is to file a claim against the ADOC with the Board of Adjustment.

## SECTION V

### STATEMENT OF WORK

#### 5.1 Purpose of the Project

The Alabama Department of Corrections (ADOC) is responsible through Vendor for the operation and maintenance of on-site drug testing using automated bench top immunoassay analyzers. The provision of services is primarily provided on-site at the facilities identified in Section 1.17. On average, the ADOC tests 122,000 samples a year. The objective of the RFP is to secure a qualified Vendor who can manage and operate system wide on-site drug testing at full capacity and in a cost-effective manner; comply with established standards; comply with all state licensure requirements and standards regarding delivery of on-site drug testing; maintain acceptable levels of staffing and improve inventory control; maintain full reporting and accountability to the ADOC; and maintain an open, collaborative relationship with the administration and staff of the ADOC and the individual facilities.

#### 5.2 Services to be Provided

- a) Vendor will furnish all equipment (hardware and software), data management system, calibrators and controls, training, legal support, maintenance, technical assistance, chemicals, reagents, and laboratory and ancillary supplies including, but not limited to, gloves, lab coats, pipettes, specimen cups, tamper resistant seals, and adulterant strips. All equipment must be compatible with the ADOC Information Systems. Any retrofitting or interfacing with the ADOC system will be at Vendor's expense.
- b) The Data Management System interfaced with each analyzer must include:
  1. Computer that is IBM compatible and equipped with sufficient hard drive and memory to store, export, retrieve, and process large data files containing test results. The PC must be equipped with a CD burner and WiFi ready.
  2. Software must be Windows based technology. Software should have reagent test volume inventory display, user-friendly intuitive operator interface, run-monitor displaying test results wait time, and bi-directional interface for LIS systems.
  3. Printer must be letter quality with no less than 12 p.p.m. speed.
  4. Monitor must be flat screen.
  5. Keyboard must be Windows compatible with a scrolling wheel mouse.
- c) Analyzers must be self-contained and bench top with no external plumbing

requirements. The analyzer should not exceed the electrical requirements of 120 volts.

- d) Equipment furnished must be capable of:
1. Running high throughput: 240 tests/hour;
  2. Broad menu of immunoassays;
  3. Multiple channels: up to 24 two-reagent tests;
  4. Bar coding capabilities; and
  5. 24-hour reagent cooling.
- e) Functions of analyzer include, but not limited to:
1. Random access with true STAT interrupt capability;
  2. Adaptable to various primary tubes and sample cups;
  3. Automatic cuvette QC;
  4. Auto rerun, auto dilution, sample pre-dilution;
  5. Auto alarms for washing and waste containers;
  6. Air pressure mixing with no carry over;
  7. Objective read with hard copy print-out; and
  8. Onboard capability to review QC and auto transfer of QC results to LIS.
- f) Equipment must be totally automated and compatible with non-technical operators. Analyzers must be capable of providing automated printout of results. Reports must have the capacity to include a nine digit programmable inmate identification number (AIS#) and an operator ID number.
- g) Training will be for the length of time necessary to achieve company endorsed certification to operate the analyzer. All certified drug-testing officers must be proficient in the use of the testing equipment as well as possessing a working knowledge of all chemicals, reagents, and ancillary supplies. Training updates will be held bi-annually in a location conducive to learning and equipped to meet basic needs of meals and lodging.
- h) Vendor will retain title to all equipment furnished during the entire contract period. Vendor is responsible for repairing inoperative equipment within twenty-four (24) hours (excluding weekends and holidays) or replacing inoperative equipment within five (5) working days.
- i) Testing sensitivity for all drugs must be equal to or surpass National Institute on Drug Abuse (NIDA) standards. Vendor must be able to furnish proof of the control and calibration of system and ability of system to identify a proven low level of false positives and false negatives. Vendor will furnish such requests by the ADOC within three (3) working days.

- j) Reagents will be ordered as needed. Vendor must guarantee delivery of reagents within five (5) days after receipt of order. Reagents will include, but not be limited to:
1. Amphetamine (AMP)
  2. Barbiturate (BAR)
  3. Benzodiazepine (BZO)
  4. Cocaine (COC)
  5. Opiate (OPI)
  6. Marijuana (THC)
  7. Methamphetamine (mAMP)
  8. Phencyclidine (PCP)
  9. Propoxyphene (PPX)
  10. Methadone (MTD)
  11. Methylenedioxymethamphetamine (MDMA)
  12. Oxycodone (OXY)
  13. Tricyclic Antidepressants (TCA)
  14. Alcohol

### **5.3 Administrative**

Vendor will provide professional management to support on-site drug testing within the ADOC.

- a) Vendor will design and recommend any new policies, procedures, and protocols for drug testing;
- b) Vendor will be responsible for ensuring that their staff reports any problems and/or unusual situations with the lab to the Warden or designee of the facility;
- c) A representative of Vendor will meet with the ADOC Director of Treatment at least once a month to discuss problems and progress in the fulfillment of contractual requirements; and
- d) Vendor will develop a mechanism to provide review of cost containment procedures. Results will be reported at the monthly administrative meeting with the ADOC Director of Treatment.

### **5.4 Quality Improvement Program**

Vendor will specify guidelines and procedures for a Quality Improvement Program (QIP).

- a) Vendor will provide a management information system capable of providing statistical data necessary for the evaluation and monitoring of on-site drug testing services.

- b) Information gathered by Vendor will be utilized for the preparation of the following documents:
1. Monthly reports of services;
  2. Reports for administrative meetings with ADOC officials; and
  3. Semi-annual and annual reports for the analysis of services provided.

## SECTION VI

### STAFFING REQUIREMENTS

#### 6.1 Contract Monitor

To evaluate and assess that all standards are being met and that Vendor is in full compliance with the contract, the ADOC may employ the services of a Contract Monitor. To accomplish this objective Vendor must ensure that Contract Monitor has access to all clinical files and licensure/certification records.

The Contract Monitor will perform, but not be limited to, the following tasks:

- a) Review of service levels and administrative practices as specified in the contract;
- b) Meet on a regular basis with representatives of Vendor and the ADOC to address contract issues;
- c) Assist in the development of future change requests as needed;
- d) Review of Vendor documentation to ensure compliance with contractual obligations; and
- e) Conduct site visitations, interviews, and inspections as required.

To ensure that the quality and timely delivery of services are in keeping with NIDA and DATIA standards and other organizational standards in the provision of on-site drug testing, the Contract Monitor will operate independent of Vendor. The Contract Monitor will be directly accountable to the Commissioner's Office of the ADOC. The Contract Monitor will submit a monthly report of provider services and fulfillment of contractual obligations to the ADOC contact person. Upon review of said report the ADOC contact person will notify Vendor's authorized representative of the monthly findings. Discrepancies and/or deficiencies in contracted services will be addressed accordingly. Vendor will submit a written response within fifteen (15) calendar days to the ADOC contact person detailing corrective actions. Failure to perform corrective action or meet contractual obligations within thirty (30) calendar days will place Vendor in default of the contract.

#### 6.2 Personnel - Hired by the Vendor

- a) Vendor will employ the necessary administrative, supervisory, professional, and support staff for the proper and effective operation of the program.
- b) If the ADOC disapproves any applicant recommended by Vendor, a written summary of the reasons for the disapproval will be presented to Vendor.

- c) Due to the sensitive nature of the prison environment, Vendor agrees that in the event the ADOC is dissatisfied with any of the personnel provided under the contract, the ADOC may deny access of such personnel into the correctional facility. The ADOC will give written notice to Vendor of such fact and the reasons therefore, and Vendor will remove the individual in question from the program herein and cover with other appropriate personnel until an approved replacement is found.
- d) Vendor will engage only licensed/certified and/or qualified personnel.
- e) All contracted personnel are required to submit to a background investigation conducted by ADOC.
- f) All contracted personnel will comply with applicable state, federal, and local laws, regulations, court orders, administrative regulations, administrative directives, and policies and procedures of the ADOC and Vendor, including any amendments thereto.
- g) All contracted staff must receive an annual TB test or annual follow-up if positive. Vendor must have written policy and procedure providing an Occupational Exposure Control Plan as required by OSHA Standard 29 CAR Part 1910.1030 Occupational Exposure to Blood borne Pathogens.

### **6.3 Security Clearance**

Vendor and its personnel will be subject to, and will comply with, all security regulations and procedures of the ADOC and the various institutions. Violations of regulations will result in the contracted employee being denied access to the institution. In such an event, Vendor will provide alternative personnel to supply services described herein, subject to ADOC approval.

### **6.4 Personnel Issues & Specifications**

- a) Vendor will not bind any of its employees, or those under contract with Vendor, to any agreement that would inhibit, impede, prohibit, restrain, or in any manner restrict employees or independent Vendors, in or from accepting employment with any subsequent drug testing provider in the State of Alabama.
- b) Vendor is responsible for certification of its staff. Credentials are reconfirmed annually and a record of the credentialing activity is maintained as part of each employee's personnel file. Credentialing is defined as the process by which training, degrees conferred, certification by specialty societies, state and other licenses, teaching positions, appointments and other professional experience is confirmed or reconfirmed.
- c) Vendor will be responsible for warranting that all persons assigned to meet the work requirements of the RFP will hold all required licenses/certifications to perform

the work required herein. In addition, Vendor is required to be fully qualified to perform the work requirements of the RFP. Vendor will include an identical provision, covering required licenses/certifications and full qualification for work assigned, in any contract with any approved subcontractor selected to perform work hereunder.

- d) Vendor will not use any inmates in positions related to the delivery of any services for any reasons whatsoever.

## SECTION VII

### COMPENSATION AND ADJUSTMENTS

#### 7.1 Payment

##### Monthly Payments

A monthly payment will be made each month of the contract period.

##### Performance Level or Compensation Terms

- a) Performance deficiency adjustment or other communication regarding material components of the contract, including cancellation of the contract, will be communicated only by formal written notice. All notices or other communications required or permitted under this agreement will be in writing and will be deemed to have been duly given if delivered or sent in accordance with the terms specified in the awarded contract.
- b) Performance deficiency adjustments, adjustments to compensation, and/or the provisions for adjustments will not limit the rights and remedies of the ADOC for any breach or default of Vendor under the contract.

## SECTION VIII

### OTHER SERVICES AND PROVISIONS

#### 8.1 Public Information

Vendor will not publish any findings based on data obtained from the operation of the contract without the prior written consent of the ADOC, whose written consent will not be unreasonably withheld. The ADOC may release without consent of Vendor any document or data subject to release pursuant to the Open Records Act.

#### 8.2 Research

No research projects involving inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of inmate activities, will be conducted without the prior written consent from the Commissioner's Office of the ADOC. Vendor and the ADOC must agree upon the conditions under which the research is conducted. Research will be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project will be obtained prior to the inmate's participation.

#### 8.3 Miscellaneous Provisions

- a) Vendor will cooperate with the ADOC in answering surveys and questionnaires from allied agencies.
- b) Vendor will ensure that a procedure is in place for timely payment of all accounts payable. Bill paying practices that reflect negatively on the ADOC will require review by the ADOC.
- c) Vendor will provide subcontractors with a utilization management protocol as a component of Vendor agreement with the provider. This protocol will delineate utilization review non-payment criteria. Any non-payment, in whole or in part, to a provider or service, will be explained in writing with a copy to the ADOC. The ADOC may review disputed charges and final resolution regarding payments rests with the ADOC. Vendor will reimburse all sub-contractors within sixty (60) days of the date of billing or face potential assessment by the ADOC.
- d) Vendor will provide designated staff with cell phone service, so they may be contacted when off-site.
- e) Vendor will notify and consult with the ADOC prior to discharging, removing, or failing to renew the contracts of staff and/or sub-contractual vendors. Vendor will be responsible for all dealings with its subcontractor and will answer all questions posed by the ADOC regarding them or their work.

- f) All contractual staff (both employees and independent contractors) must comply with sign-in and sign-out procedures on an official Department of Corrections time keeping form.
- g) All personnel hired by Vendor must be at least twenty-one (21) years of age to work in any ADOC facility covered by the contract.

#### **8.4 Disclaimer**

The Department of Corrections reserves the right to cancel this RFP, reject any or all proposals and/or seek additional proposals. The Department also reserves the right to award one or more professional service contracts that it determines to be in the best interest of the State and the Department. The Department is not responsible for any associated cost incurred by Vendor in the preparation of their proposal or in any processes associated with its participation.

**APPENDIX A**  
**VENDOR AUTHORIZATION**  
**TO**  
**SUBMIT PROPOSAL**

\_\_\_\_\_ agrees to furnish the services described in this proposal in response to the ADOC, RFP NO. 112408, dated November 26, 2008, at the prices shown and guarantees that each item proposed meets or exceeds all specifications, terms, conditions, and requirements listed herein.

Respondent's Proposal and Pricing Valid for \_\_\_\_\_ Days

Prospective Respondent's Telephone Number \_\_\_\_\_

I hereby affirm I have not been in any agreement or collusion among or in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding or otherwise.

\_\_\_\_\_ Authorized Signature (ink)

\_\_\_\_\_ Authorized Name (typed)

\_\_\_\_\_ Title of Authorized Person

Company Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Date \_\_\_\_\_

Sworn to and subscribed before me and given under my hand and official seal this the

\_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC